

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
USA

## CONTRACT



**Vendor ID 0000072736**  
**Oce Imagistics Inc**  
**Green Mountain Office Machines**  
**520 Avenue D**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000012504		<b>Page</b> 1 of 5
<b>Contract Dates</b> 04/01/2008 to 03/31/2009	<b>Origin</b> CPS	
<b>Description:</b> CPS-FAX MACHINES	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Laraway, Elizabeth	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

### Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		LOW/MID VOLUME FAX MACHINE	EA	421.00000	0.00	0.00
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Make and Model: OCE SX 2100 Laser

Modem Speed: 33.6

Transmission Speed: 2.0 SPP

Print Speed: 21 PPM

Document Feeder Capacity: 50 Sheets

Standard Paper Capacity: 250 Sheet

Optional Paper Capacity: 250 Sheets - Price: \$177.00

Standard Memory: 32 MB

Additional Memory Upgrades: 32 MB \$22.00 - 64 MB \$32.00 - 128 MB \$55.00

Auto Dials: 40 One Touch: 300 Speed Dials

Toner Yield: 7,500 pages

Toner Cartridge \$59.00

Drum Yield: 20,000

Drum: \$102.00

Optional Handset: \$48.00

Embedded NIC Card: \$152.00

Plain Stand \$83.00

Warranty: One Year Parts and Labor

Annual Maintenance Contract after Warranty: \$190.00

2		HIGH VOLUME FAX MACHINE	EA	844.00000	0.00	0.00
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Make and Model: OCE SX 1480 Laser

Modem Speed: 33.6

Transmission Speed: 2.0 SPP

Print Speed: 14 PPM

Document Feeder Capacity: 80 Pages

Standard Paper Capacity: 500 plus 50 Bypass

Optional Paper Capacity: 500

Standard Memory: 8 MB

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Memory Upgrades: 32 MB \$80.00

Auto Dials: 40 One Touch - 160 Speed Dial - 32 Groups

Toner Yield: 16,000

Toner Cost: \$61.00

Drum Yield: 20,000

Drum Cost: \$98.00

Optional Headset: \$48.00

PCL 6 Print Controller: \$242.00

NIC Option: \$312.00

2nd Telephone Line Option: \$402.00

500 Sheet Second Casette Option \$217.00

Plain Stand: \$98.00

Line Filter with 15 AMP Surge Protector: \$134.00

Surge Protector - 15 AMP: \$48.00

Warranty: One Year Parts and Labor

Annual Maintenance Contract after Warranty: \$190.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

This contract is issued in accordance with the State of Vermont's RFP for Fax Machines issued October 22, 2007 and Vendor's Response dated November 5, 2007.

The period of performance under this contract is for 12 months with an option to renew for 2 additional 12 month period upon mutual agreement of both parties.

All machines conform to federal communications standards, be FCC registered, meet CCITT/ITU standards, conform to electrical code standards established by NEC and/or UL and be able to communicate with any other manufacturers fax equipment.

All machines carry the Energy Star Seal will be shipped with all energy saving features activated.

The quoted price of each machine includes all supplies required to put it into operation with the exception of paper. Toner or ink cartridges must be full yield not so-called "starter" packs. Contractor will supply demo models of their machines upon request. If a machine arrives in an inoperable condition vendor must ship a new machine immediately and issue an authorization for the return of the defective machine at the vendor's expense.

Contractor agrees to a policy that will allow an agency/department the opportunity to return the machine within two weeks of setup if they find the machine does not meet their needs.

Machine Model Changes: If during the course of the contract a selected model is discontinued, contractor may submit to the State information concerning a possible replacement. Contractors who are authorized dealers for more than one brand may offer a similar machine of another manufacture for consideration. It will be at the States discretion whether or not they will accept the model as a replacement.

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Recycled Paper: All machines are able to run to manufacturer's specifications using 100% PC recycled paper. Technicians will not fault the use of recycled paper for equipment failures, as long as these products are equivalent to and/or match the specifications established by the State of Vermont for those products on their statewide contracts.

Maintenance and Supply Support: Maintenance service is an important part of this contract. The contractor will be responsible for and provide service and supplies (including toner cartridges) including yearly service agreements or on call service as necessary.

Contractor provides four (4) hour call back service during normal business hours. This includes the entire State of Vermont.

Contractor provides eight (8) hour service for on-site technician calls. If 8 hour service falls after end of business day, next morning is acceptable. This includes the entire State of Vermont.

If a machine becomes inoperable during the warranty period, the contractor must provide a loaner at no cost to the State until the inoperable machine is repaired. There can be no change in the brand, make or model of any selected machine during the terms of the contract without prior approval of the State. Prices may not increase during the term of this contract, but it is expected that the State will be given the advantage of any price decreases that may occur.

If a delivered machine within a six month period from the date of delivery is reasonably determined to be a 'lemon', the contractor must provide a loan at no cost to the State. A lemon is defined as a machine that fails through the fault of a component(s) installed by the manufacturer three (3) or more times in a six (6) month period and/or is out of service for a reason attributable to the manufacturer's components for more than ten (10) working days during the six (6) month period. The ten (10) days do not have to be consecutive nor does the failure have to be with the same component.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

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SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15  
REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15  
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
BETSY LARAWAY  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
[betsy.laraway@state.vt.us](mailto:betsy.laraway@state.vt.us)

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_